

Utility Provider	Account Number	Utility
Kokomo Gas & Fuel Company 900 EAST BLVD PO BOX 9015 KOKOMO, IN 469049015	901422100406	Natural Gas
Kokomo Gas & Fuel Company 900 EAST BLVD PO BOX 9015 KOKOMO, IN 469049015	901422110445	Natural Gas
Kokomo Gas & Fuel Company 900 EAST BLVD PO BOX 9015 KOKOMO, IN 469049015	DELPHIKOKOMO	Natural Gas
Kokomo Wastewater(City of) PO BOX 1209 KOKOMO, IN 469031209	145374	Sewerage Only
Kokomo Wastewater(City of) PO BOX 1209 KOKOMO, IN 469031209	14743795	Sewerage Only
Laurel Pub Util(City of) PO BOX 647 LAUREL, MS 394410647	900584100	Water SVC
LDMI Telecommunication/ Ideal Technology 27777 Franklin Road Suite 500 SOUTHFIELD, MI 48034	4092623	Access Line
Lea Land Inc 1300 WEST MAIN STREET OKLAHAMA CITY, OK 73106	MX-CU-05-163-03	Waste
Limestone County Commission 310 W WASHINGTON ST ATHENS, AL 35611	28	Sewerage Only
Limestone County Wtr & Swr PO BOX 110 ATHENS, AL 356120100	8170	Water Only
Limestone County Wtr & Swr PO BOX 110 ATHENS, AL 356120100	8171	Water Only
Limestone County Wtr & Swr PO BOX 110 ATHENS, AL 356120100	8173	Water Only
Little Thompson Water District 835 East Hwy 56 BERTHOUD, CO 80513	4797	Water
Lockport (City of) ONE LOCKS PLAZA LOCKPORT, NY 14094	2900001860	Sewerage Only
Lockport (City of) ONE LOCKS PLAZA LOCKPORT, NY 14094	2900001880	Water Only
Lockport (Town of) 6560 DYSINGER RD LOCKPORT, NY 14094	49000101	Water Only
Lockport (Town of) 6560 DYSINGER RD LOCKPORT, NY 14094	490014A	Water SVC
Lockport Energy Associates 5087 JUNCTION ROAD LOCKPORT, NY 14094	01DELPHI	Electricity
Lockport Energy Associates 5087 JUNCTION RD LOCKPORT, NY 14094	02DELPHI	Steam
Magic Valley Electric Coop PO BOX 267 MERCEDES, TX 785700267	146084001	Electricity

Utility Provider	Account Number	Utility
Marquette (County of) SAWYER BUSINESS CENTER 417 A AVENUE GWINN, MI 49841	84	Water SVC
Marquette (County of) SAWYER BUSINESS CENTER 417 A AVENUE GWINN, MI 49841	85	Water Only
Marquette (County of) SAWYER BUSINESS CENTER 417 A AVENUE GWINN, MI 49841	DELP000510000001	Water SVC
Marquette (County of) SAWYER BUSINESS CENTER 417 A AVENUE GWINN, MI 49841	DELP000520000001	Water SVC
Marquette (County of) SAWYER BUSINESS CENTER 417 A AVENUE GWINN, MI 49841	DELP000520000101	Water SVC
Marquette (County of) SAWYER BUSINESS CENTER 417 A AVENUE GWINN, MI 49841	DELP000520000201	Water SVC
Marquette (County of) SAWYER BUSINESS CENTER 417 A AVENUE GWINN, MI 49841	HYDR026543000005	Water Only
MCI One Towne Square Suite 900 SOUTHFIELD, MI 48076	VN93001033	Calling Cards
Military Highway WSC PO BOX 250 PROGRESO, TX 78579	65480300	Water SVC
Military Highway WSC PO BOX 250 PROGRESO, TX 78579	65480600	Water SVC
Military Highway WSC PO BOX 250 PROGRESO, TX 78579	65480700	Water Only
Mississippi Power Company PO BOX 245 BIRMINGHAM, AL 352010245	0224168003	Electricity
Mississippi Valley Gas Co PO BOX 9001949 LOUISVILLE, KY 402901949	7000071286004621327	Natural Gas
Mississippi Valley Gas Co PO BOX 9001949 LOUISVILLE, KY 402901949	7000071286004632069	Natural Gas
Monroe Cnty Water Authority PO BOX 41999 ROCHESTER, NY 146044999	0039937	Water Only
Monroe Cnty Water Authority PO BOX 41999 ROCHESTER, NY 146044999	0382054	Water Only
Monroe Cnty Water Authority PO BOX 41999 ROCHESTER, NY 146044999	0382055	Water Only
Monroe Cnty Water Authority PO BOX 41999 ROCHESTER, NY 146044999	0390384	Water Only
Monroe Cnty Water Authority PO BOX 41999 ROCHESTER, NY 146044999	0391431	Water Only
Monroe Cnty Water Authority PO BOX 41999 ROCHESTER, NY 146044999	0391635	Water Only

Utility Provider	Account Number	Utility
Monroe Cnty Water Authority PO BOX 41999 ROCHESTER, NY 146044999	DELPHIGROUNDWATER	Sewerage Only
Montgomery Cnty San Eng Dept 1850 SPAULDING ROAD PO BOX 817601 DAYTON, OH 454817601	194029570938	Water Only
Montgomery Cnty San Eng Dept 1850 SPAULDING ROAD PO BOX 817601 DAYTON, OH 454817601	194029645260	Water SVC
Montgomery Cnty San Eng Dept 1850 SPAULDING ROAD PO BOX 817601 DAYTON, OH 454817601	207519550828	Water Only
Montgomery Cnty San Eng Dept 1850 SPAULDING ROAD PO BOX 817601 DAYTON, OH 454817601	207519550830	Sewerage Only
Montgomery Cnty San Eng Dept 1850 SPAULDING ROAD PO BOX 817601 DAYTON, OH 454817601	207519550832	Water Only
Montgomery Cnty San Eng Dept 1850 SPAULDING ROAD PO BOX 817601 DAYTON, OH 454817601	207519570702	Water SVC
NAO North American Operations DEPT # 78056 PO BOX 78000 DETROIT, MI 482780056	500043559000	Sewerage Only
National Fuel Resources Inc PO BOX 5161 BUFFALO, NY 142405161	5688426	Natural Gas
National Fuel Resources Inc PO BOX 5161 BUFFALO, NY 142405161	5688427	Natural Gas
National Fuel Resources Inc PO BOX 5161 BUFFALO, NY 142405161	5688428	Natural Gas
National Fuel Resources Inc PO BOX 5161 BUFFALO, NY 142405161	5977985	Natural Gas
New Brunswick (City of) PO BOX 269 NEW BRUNSWICK, NJ 08903	779600	Water SVC
New Brunswick (City of) PO BOX 269 NEW BRUNSWICK, NJ 08903	M29000197	Water SVC
New Brunswick (City of) PO BOX 269 NEW BRUNSWICK, NJ 08903	N29001961	Sewerage Only
New Brunswick (City of) PO BOX 269 NEW BRUNSWICK, NJ 08903	WM29000196	Water Only
New Castle (City of) 227 N MAIN ST NEW CASTLE, IN 47362	122444002	Water SVC
New Castle (City of) 227 N MAIN ST NEW CASTLE, IN 47362	122445002	Water Only
New Castle (City of) 227 N MAIN ST NEW CASTLE, IN 47362	122446002	Water Only
New York Power Authority 4 CHASE METROTECH CTR 7TH FLOOR EAST LOCKBOX 5253 BROOKLYN, NY 11245	3203145	Electricity

Utility Provider	Account Number	Utility
New York Power Authority 4 CHASE METROTECH CTR 7TH FLOOR EAST LOCKBOX 5253 BROOKLYN, NY 11245	3203984	Electricity
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	921233514	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	426581128	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	934528324	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	702984223	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	670396028	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	300396025	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	861347024	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	889815518	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	241396029	Cellular service

Utility Provider	Account Number	Utility
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	685765026	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	659861620	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	433761621	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	560033516	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	490590511	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	687522516	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	464526223	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	215793321	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	857770028	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	423740012	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	839001519	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	662490822	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	403280513	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	399301018	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	919290518	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	833676512	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	739133516	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	195990519	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	941419327	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	330711510	Cellular service

Utility Provider	Account Number	Utility
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	683991515	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	277440314	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	618940313	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	680301515	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	137243115	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	574101518	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	729412524	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	632666514	Cellular service
Nextel 27755 Stansbury Blvd FARMINGTON HILLS, MI 48334-3861	233554422	Cellular service
NICOR Gas PO BOX 632 AURORA, IL 605070632	3341400327	Natural Gas
North Alabama Gas District PO BOX 2590 MUSCLE SHOALS, AL 35662	DELPHISAGINAW	Natural Gas
Oak Creek (City of) PO BOX 68-9975 MILWAUKEE, WI 532689975	813900730100	Water SVC
Oak Creek (City of) PO BOX 68-9975 MILWAUKEE, WI 532689975	813900730200	Water SVC
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110010003538	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110010466529ELEC	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110010466529LGHT	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110014641747	Electricity

Utility Provider	Account Number	Utility
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015144204	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015145474	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015146720	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015146795	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015146878	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015417170	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015550244	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015577734	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110015845438	Electricity
Ohio Edison Company PO BOX 3637 AKRON, OH 443093637	110017019222	Electricity
Ohio Edison Company PO BOX 3687 AKRON, OH 443093687	120000003554NRIVERRD	Electricity
Oil Chem Inc PO BOX 7438 711 W 12TH ST FLINT, MI 48503	US-MI-09-223-00	Waste
Oklahoma Natural Gas Co PO BOX 871 TULSA, OK 741020871	1112570038010	Natural Gas
Olathe (City of) 1385 S ROBINSON DR PO BOX 2100 OLATHE, KS 660512100	2300795002	Water SVC
OneOK Energy Marketing PO BOX 502890 ST LOUIS, MO 631502890	DELPHIL00064	Natural Gas
Onyx Environmental Svcs LLC PO BOX 73709 CHICAGO, IL 60673	US-OH-01-185-00	Waste
Onyx Environmental Svcs LLC PO BOX 73709 CHICAGO, IL 60673	US-OH-05-185-00	Waste
Orion (Charter Township) 2525 JOSLYN RD LAKE ORION, MI 48360	LAP1004872000002	Water SVC
Pepco Energy Services 1300 N 17TH STREET SUITE 1600 ARLINGTON, VA 222093801	1034064	Electricity
Portage Cnty Wtr Resources 449 S MERIDIAN ST PO BOX 1217 RAVENNA, OH 442661217	3991830000	Sewerage Only

Utility Provider	Account Number	Utility
Qwest 20750 Civic Center Drive SOUTHFIELD, MI 48076	360-574-6806	Telecommunications
Qwest (Colorado Facility) Payment Center DENVER, CO 80244	970-535-4467-802B	Local Telephone Service
Qwest (Colorado Facility) Payment Center DENVER, CO 80244	303-772-6800-667B	Local Telephone Service
Qwest (Colorado Facility) Payment Center DENVER, CO 80244	303-678-0216-764B	Local Telephone Service
Qwest Interprises Payment Center DENVER, CO 80244	303-D08-7433-733	Local Telephone Service
Ravenna (City of) PO BOX 1215 RAVENNA, OH 442661215	9940201	Sewerage Only
Rineco Chemical Industries 819 VULCAN ROAD PO BOX 729 BENTON, AR 72015	MX-TX-06-155-01	Waste
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6001660002	Water Only
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6001680008	Water Only
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6001690004	Water Only
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6001700003	Water Only
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6040270006	Water Only
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6040280002	Water Only
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6040290002	Water Only
Rochester (City of) PO BOX 14270 ROCHESTER, NY 146140270	W6040500201	Water Only

Utility Provider	Account Number	Utility
Rootstown Water Service Co PO BOX 94 4332 TALLMADGE ROAD ROOTSTOWN, OH 44272	0185A	Water Only
Safety Kleen Oil Services 601 RILEY ROAD EAST CHICAGO, IN 46312	US-OH-08-153-06	Waste
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160520	Water SVC
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160524	Water SVC
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160536	Water SVC
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160538	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160540	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160542	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160544	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160546	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	1124160548	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	3366155644	Sewerage Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	3366155718	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	3366155720	Water Only
Saginaw (City of) Wtr & Swr TREASURER PO BOX 5079 SAGINAW, MI 486055079	5438534946	Water SVC
Saginaw (City of) Wtr & Swr TREASURER SAGINAW, MI 486055079	5438762050	Water Only
SemcoEnergy Gas Company PO BOX 79001 DETROIT, MI 482791722	709V45005100010	Natural Gas
SemcoEnergy Gas Company PO BOX 79001 DETROIT, MI 482791722	709V45005200011	Natural Gas
SemcoEnergy Gas Company PO BOX 79001 DETROIT, MI 482791722	709V45005210010	Natural Gas
Shelby Twp Dept of Pub Wks 6333 23 MILE RD SHELBY TWP, MI 483164405	214084000	Water SVC
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	181111	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2018935	Pager Services

Utility Provider	Account Number	Utility
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2046646	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2252670	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2310096	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2320625	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2345195	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2391119	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2425106	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2428954	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2430373	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2435433	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2436297	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2437356	Pager Services

Utility Provider	Account Number	Utility
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2437597	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2437789	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2445961	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2445962	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2448724	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2461720	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2465825	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2477737	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2477738	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2477793	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2482237	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2483775	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2485519	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2488339	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2489642	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2490839	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2497777	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2500747	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2501481	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2504698	Pager Services

Utility Provider	Account Number	Utility
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2504710	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2506291	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2509384	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2512059	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2512940	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2513436	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2516361	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2521481	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2524049	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2535378	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2541044	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2541974	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2557301	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2564761	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2566441	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2567072	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2569678	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2575294	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2579791	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2581779	Pager Services

Utility Provider	Account Number	Utility
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2581785	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2598777	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2601967	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2601973	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2602301	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2603533	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2604134	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2608298	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2609194	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2612344	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2612899	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2612902	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2616154	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2617495	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2617903	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2620013	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2622043	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2622045	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2628886	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2658178	Pager Services

Utility Provider	Account Number	Utility
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2659336	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2663619	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2663623	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2663782	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2665641	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2674775	Pager Services
SkyTel 1 Towne Square SOUTHFIELD, MI 48076-3700	2676749	Pager Services
Southern California Edison PO BOX 600 ROSEMEAD, CA 917710001	2199730037	Electricity
Southern California Edison PO BOX 600 ROSEMEAD, CA 917710001	3001304799	Electricity
Southern California Edison PO BOX 600 ROSEMEAD, CA 917710001	3021596522	Electricity
Southern California Gas Co PO BOX C MONTEREY PARK, CA 91756	0459127232	Natural Gas
Southern California Gas Co PO BOX C MONTEREY PARK, CA 91756	12450781005	Natural Gas
Sprint United 38701 W Seven Mile Road Suite 400 LIVONIA, MI 48152-1091	330-373-2121-032	PBX for Delphi Packard
Sprint United 38701 W Seven Mile Road Suite 400 LIVONIA, MI 48152-1091	330-127-1000-604	PBX for Delphi Packard
Sprint United 38701 W Seven Mile Road Suite 400 LIVONIA, MI 48152-1091	330-367-6000-102	PBX for Delphi Packard
Sprint United 38701 W Seven Mile Road Suite 400 LIVONIA, MI 48152-1091	24955700	PBX for Delphi Packard
St. Vrain Sanitation District 11307 Busiess Park Circle FIRESTONE, CO 80504	A000098	Sewer
St. Vrain Sanitation District 11307 Busiess Park Circle FIRESTONE, CO 80504	A002263	Sewer
Tennessee Valley Authority PO BOX 1000 DEPT 87 MEMPHIS, TN 381480087	0617	Electricity
Teris LLC - dba Ensco PO BOX 751563 CHARLOTTE, NC 28275	US-NY-05-184-01	Waste

Utility Provider	Account Number	Utility
Texas Gas Service PO BOX 269042 OKLAHOMA CITY, OK 731269042	910307793123432409	Natural Gas
Texas Gas Service PO BOX 269042 OKLAHOMA CITY, OK 731269042	910307793146248100	Natural Gas
The Water Works & Sewer Brd PO BOX 800 GADSDEN, AL 359020800	13150004520079020	Water SVC
The Water Works & Sewer Brd PO BOX 800 GADSDEN, AL 359020800	13150004530079021	Water Only
Town of Frederick PO Box 435 FREDERICK, CO 80530-0435	06-2015-000	Water
Town of Frederick PO Box 435 FREDERICK, CO 80530-0435	06-2014-000	Water
Troy (City of) DRAWER # 0103 PO BOX 33321 DETROIT, MI 482325321	1110145	Water SVC
Troy (City of) DRAWER # 0103 PO BOX 33321 DETROIT, MI 482325321	1600779	Water SVC
Troy (City of) DRAWER # 0103 PO BOX 33321 DETROIT, MI 482325321	2930090	Water SVC
Troy (City of) DRAWER # 0103 PO BOX 33321 DETROIT, MI 482325321	2930091	Water SVC
Troy (City of) DRAWER # 0103 PO BOX 33321 DETROIT, MI 482325321	2930092	Water SVC
Troy (City of) DRAWER # 0103 PO BOX 33321 DETROIT, MI 482325321	2930102	Water SVC
Trumbull County Wtr & Swr ACCOUNTS RECEIVABLES DEPT 842 YOUNGSTOWN KINGSVILLE RD VIENNA, OH 444739737	070100030980000	Water SVC
Trumbull County Wtr & Swr ACCOUNTS RECEIVABLES DEPT 842 YOUNGSTOWN KINGSVILLE RD VIENNA, OH 444739737	100304776100000	Sewerage Only
Trumbull County Wtr & Swr ACCOUNTS RECEIVABLES DEPT 842 YOUNGSTOWN KINGSVILLE RD VIENNA, OH 444739737	190300020770000	Water SVC
Trumbull County Wtr & Swr ACCOUNTS RECEIVABLES DEPT 842 YOUNGSTOWN KINGSVILLE RD VIENNA, OH 444739737	280300020770000	Water Only
Tulsa Utils Svc (City of) UTILITIES SERVICES TULSA, OK 741870002	103686689	Water SVC
Tuscaloosa (City of) WATER & SEWER DEPT PO BOX 2090 TUSCALOOSA, AL 354032090	10877676095490	Water SVC
Tuscaloosa (City of) WATER & SEWER DEPT PO BOX 2090 TUSCALOOSA, AL 354032090	1800928552920	Water SVC
Tuscaloosa (City of) WATER & SEWER DEPT PO BOX 2090 TUSCALOOSA, AL 354032090	3251359644100	Water SVC

Utility Provider	Account Number	Utility
TXU Energy PO BOX 660161 DALLAS, TX 752660161	47841000004	Electricity
TXU Energy Retail Company PO BOX 910015 DALLAS, TX 753910015	45088705079	Electricity
TXU Energy Retail Company PO BOX 910015 DALLAS, TX 753910015	57986483907	Electricity
TXU Energy Retail Company PO BOX 910015 DALLAS, TX 753910015	92176147640	Electricity
United Cities Gas Company PO BOX 660062 DALLAS, TX 752650205	5000455227424573613	Natural Gas
United Power Dept 535 DENVER, CO 80281-0535	368102	Electricity
United Power Dept 535 DENVER, CO 80281-0535	80007701	Electricity
United Power Dept 535 DENVER, CO 80281-0535	144503	Electricity
United Water PO BOX 6548 LAREDO, TX 78042	T355280560841	Refuse
Upper Peninsula Power Co PO BOX 19076 GREEN BAY, WI 543079076	2623194	Electricity
Upper Peninsula Power Co PO BOX 19076 GREEN BAY, WI 543079076	2623198	Electricity
Upper Peninsula Power Co PO BOX 19076 GREEN BAY, WI 543079076	2623204	Electricity
Vandalia (City of) 333 JAMES E BOHANAN MEMRIAL DR VANDALIA, OH 453772394	315422	Water Only
Vandalia (City of) 333 JAMES E BOHANAN MEMRIAL DR VANDALIA, OH 453772394	315432	Water SVC
Vandalia (City of) 333 JAMES E BOHANAN MEMRIAL DR VANDALIA, OH 453772394	315442	Water SVC
Vandalia (City of) 333 JAMES E BOHANAN MEMRIAL DR VANDALIA, OH 453772394	315452	Sewerage Only
Vandalia (City of) 333 JAMES E BOHANAN MEMRIAL DR VANDALIA, OH 453772394	DELPHIVANDALIA-SEWER	Sewerage Only
Vectren Energy Delivery PO BOX 6248 INDIANAPOLIS, IN 462066248	0260050528751558873	Natural Gas
Vectren Energy Delivery PO BOX 6248 INDIANAPOLIS, IN 462066248	0260069451654453787	Natural Gas
Vectren Energy Delivery PO BOX 6248 INDIANAPOLIS, IN 462066248	0262031129050725682	Natural Gas
Vectren Energy Delivery PO BOX 6248 INDIANAPOLIS, IN 462066248	0262031129054053926	Natural Gas

Utility Provider	Account Number	Utility
Vectren Energy Delivery PO BOX 6262 INDIANAPOLIS, IN 462066262	0340038754423872471	Natural Gas
Verizon 375 Pearl Street NY, NY 10038-1432	315-463-5530 402 25 5	Local Exchange Carrier
Verizon Wireless 26935 Northwestern Hwy Suite 100 SOUTHFIELD, MI 48034	V21DASCR	Cellular service
Verizon Wireless 26935 Northwestern Hwy Suite 100 SOUTHFIELD, MI 48034	V21DELPH	Cellular service
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	Y2-428135	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	Y2-420197	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	152965	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	178284	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	611511	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	611512	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	133193	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	420197	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	428135	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	429677	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	798159	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	577410	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	152957	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	152959	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	152968	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	153323	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	169460	Pager Services

Utility Provider	Account Number	Utility
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	731940	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	008080	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	008081	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	008215	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	8166	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	8283	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	7916	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	8352	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	152343	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	15112	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	7516	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	683932	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	732049	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	612426	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	180238	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	182100	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	182102	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	187070	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	197628	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	197651	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	510378	Pager Services

Utility Provider	Account Number	Utility
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	176089	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	176813	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	208087	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	208062	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	175809	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	289681	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	050554	Pager Services
Verizon Wireless Messaging PO BOX 1510 ALBANY, NY 12203	15745	Pager Services
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03477610	Water Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03477620	Water Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03479400	Water SVC
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03479450	Water SVC
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03479500	Water SVC
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03479900	Water SVC
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03480000	Water Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03480050	Water SVC
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M03480150	Water Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M05494350	Water Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	M05494600	Water Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	STW00038048143	Sewerage Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	STW00038548144	Sewerage Only

Utility Provider	Account Number	Utility
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	STW00039048145	Sewerage Only
Warren (City of)Util Svcs 580 LAIRD AVE SE PO BOX 670 WARREN, OH 444820670	STW20066049360	Sewerage Only
Warren City of Pollution Control SEWERAGE REVENUE FUND 2323 MAIN AVE WARREN, OH 44481	M0549461001	Sewerage Only
Waste Mgmt of Orange County PO BOX 78261 PHEONIX, AZ 860628251	US-CA-08-183-00	Waste
Westar Energy PO BOX 758500 TOPEKA, KS 666758500	0481340041	Electricity
Western Disposal Dept 52 DENVER, CO 80281-0052	3510	Trash
Westfield Public Works 2728 E 171ST STREET WESTFIELD, IN 46074	130658000	Water SVC
Westfield Public Works 2728 E 171ST STREET WESTFIELD, IN 46074	130659000	Water SVC
Wichita Falls (City of) PO BOX 1440 WICHITA FALLS, TX 763077532	4033640233	Water SVC
Wisconsin Electric Power Co PO BOX 2089 MILWAUKEE, WI 53201	7483212029	Electricity
Wyoming (City of) PO BOX 630422 CINCINNATI, OH 452630422	22381	Water SVC

GM Brokered Gas Contracts

Provider	Address	Type of Contract
Columbia Gas of Ohio	200 Civic Center Drive, PO Box 117 Columbus, Ohio 43216-0117	Gas Transport - Local Distribution
Columbia Gas Transmission Corp	Director, Transportation and Exchange, P.O. Box 1273, Charleston, WV 25325-1273	Gas Transport - Pipeline
Sequent Energy Management	1200 Smith, Suite 900, Attn: Contract Admin., Houston, TX 77002	Gas Purchase
ANR Pipeline Company	9 Greenway Plaza, Houston, TX 77046-0995	Gas Transport - Pipeline
Consumers Energy	1945 W. Parnall Rd., Room P-11-433, Jackson, MI 49201	Gas Transport - Local Distribution
CoEnergy Trading Company	414 S. Main Street, Suite 200, Attn: Contract Admin., Ann Arbor, MI 48104	Gas Purchase & Pipeline
Michigan Consolidated	Vice President, Marketing and Sales 500 Griswold Street Detroit, MI 48226	Gas Transport - Local Distribution
Sequent Energy Management	1200 Smith, Suite 900, Attn: Contract Admin., Houston, TX 77002	Gas Purchase
Vectren Energy Delivery of Ohio	20 N. W. Fourth Street PO Box 569 Evansville, Indiana 47741	Gas Transport - Local Distribution
Vectren Energy (Indiana Gas)	1630 North Meridian Street Indianapolis, IN 46202-1496	Gas Transport - Local Distribution
Coral Energy Resources, L.P.	909 Fannin, Suite #700, Attn: Energy Admin., Houston, TX 77010	Gas Purchase
TXU Lone Star Pipeline	301 S. Harwood Street, Suite 801 North, Dallas, TX 75201, Attn: Transportation Contract Admin.	Gas Transport - Pipeline & Local Distribution
UGI Energy Services	Attn: Teresa Price, 1100 Berkshire Blvd., Suite 305, Wyomissing, PA 19610	Gas Purchase & Pipeline Transportation
Rochester Gas & Electric	Manager, Gas Supply Services; Rochester Gas & Electric Corp., 89 East Avenue, Rochester, NY 14649	Transportation - Local Distribution
Wisconsin Electric Gas	Gas Operations - Lake Geneva, 120 East Sheridan Springs Rd. Lake Geneva, WI 53147	Transportation - Local Distribution
NCL Natural Resources, LLC	25231 Grogan's Mill Road, The Woodlands, TX 77380	Gas Transport - Local Distribution (No Pipeline Transportation)

GM Brokered Gas Contracts

Provider	Address	Type of Contract
East Ohio	The East Ohio Gas Company 1717 East Ninth Street, P.O. Box 5759, Cleveland, Ohio 44101-0759	Gas Transport - Pipeline
Coral Energy Resources, L.P.	909 Fannin, Suite #700, Attn: Energy Admin., Houston, TX 77010	Gas Transport - Local Distribution
Panhandle Eastern Pipeline Company	5400 Westheimer Ct., Houston, TX, 77056-5310	Gas Purchase
Citizen's Gas Fuel Company	127 North Main Street, Adrian, MI 49221	Gas Purchase & Pipeline Transportation
National Fuel Resources	165 Lawrence Bell Drive, Suite 120, Williamsville, NY 14221	Gas Transport - Local Distribution
NYSEG Gas	18 Link Drive, P.O. Box 5224, Binghamton, NY, 13902-5224, Attn: Gas Transportation & Billing	Gas Transport - Local Distribution
Aquila Inc.	Aquila Networks - MGU Attention: Burt Watkins, Principal Account Executive, 1708 Eaton Drive, Grand Haven, MI 49417	Gas Purchase

EXHIBIT H

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
Debtors. : (Jointly Administered)
-----x

FINAL ORDER UNDER 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3),
364(d)(1), AND 364(e) AND FED. R. BANKR. P. 2002, 4001 AND 9014 (I)
AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) TO
UTILIZE CASH COLLATERAL AND (III) GRANTING ADEQUATE PROTECTION
TO PREPETITION SECURED PARTIES

("FINAL DIP FINANCING ORDER")

Upon the motion, dated October 8, 2005 (the "Motion"), of Delphi Corporation (the "Borrower") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for interim and final orders under sections 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), and Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), seeking, among other things:

- (1) authorization for the Borrower to obtain post petition financing (the "Financing"), and for all of the other Debtors (the "Guarantors") to guaranty the Borrower's obligations in connection with the Financing, up to the aggregate principal amount of \$2,000,000,000 (the actual available principal amount at any time being subject to those conditions set forth in

the DIP Documents (as defined below)), pursuant to a credit facility with JPMorgan Chase Bank, N.A. ("JPMCB"), acting as Administrative Agent (in such capacity, the "Agent") for itself and a syndicate of financial institutions (together with JPMCB and including the fronting and issuing banks for the letters of credit, the "DIP Lenders"), and Citicorp USA, Inc. ("CUSA") as Syndication Agent, to be arranged by J.P. Morgan Securities Inc. and Citigroup Global Markets, Inc. (the "Joint Lead Arrangers");

(2) authorization for the Debtors to execute and enter into the DIP Documents and to perform such other and further acts as may be required in connection with the DIP Documents;

(3) the granting of adequate protection to the lenders (the "Pre-Petition Secured Lenders") under that certain Third Amended and Restated Credit Agreement, dated as of June 14, 2005 (as heretofore amended, supplemented or otherwise modified, the "Pre-Petition Credit Agreement"), among the Borrower, the several lenders from time to time party thereto, and JPMCB, as administrative agent for the Pre-Petition Secured Lenders (in such capacity, the "Pre-Petition Agent"), and in connection with that certain Guarantee and Collateral Agreement, dated as of June 14, 2005, by the Borrower and certain of its subsidiaries, in favor of the Pre-Petition Agent (as heretofore amended, supplemented or otherwise modified, the "Guarantee and Collateral Agreement" and,

collectively with the Pre-Petition Credit Agreement, and the mortgages and all other documentation executed in connection therewith, the "Existing Agreements"), whose liens and security interests are being primed by the Financing;

(4) authorization for the Debtors to use cash collateral (as such term is defined in the Bankruptcy Code) in which the Pre-Petition Secured Lenders have an interest, and the granting of adequate protection to the Pre-Petition Secured Lenders with respect to, *inter alia*, such use of their cash collateral and all use and diminution in the value of their interest in the Pre-Petition Collateral (as defined below);

(5) approval of certain stipulations by the Debtors with respect to the Existing Agreements and the liens and security interests arising therefrom, that are "Extraordinary Provisions" (each an "Extraordinary Provision") under General Order No. M-274 of the United States Bankruptcy Court for the Southern District of New York (the "General Order");

(6) permission to accelerate Borrowings and the termination of the Commitments under the DIP Credit Agreement upon (a) a Change of Control (as each such term is defined in the DIP Credit Agreement) or (b) the entry of an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or

holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Borrower or any of the Guarantors which have a value in excess of \$20 million in the aggregate, which are Extraordinary Provisions under the General Order;

(7) subject and only effective upon the entry of a final order granting such relief, the limitation of the Debtors' right to surcharge against collateral pursuant to section 506(c) of the Bankruptcy Code, which is an Extraordinary Provision under the General Order;

(8) pursuant to Bankruptcy Rule 4001, that an interim hearing (the "Interim Hearing") on the Motion be held before this Court to consider entry of the proposed interim order annexed to the Motion (the "Interim Order") (a) authorizing the Borrower, on an interim basis, to forthwith borrow or obtain letters of credit from the DIP Lenders under the DIP Documents up to an aggregate principal or face amount not to exceed \$950,000,000 (subject to any limitations of borrowings under the DIP Documents), (b) authorizing the Debtors' use of cash collateral, and (c) granting the adequate protection described therein; and

(9) that this Court schedule a final hearing (the "Final Hearing") to be held within 45 days of the entry of the Interim Order to consider entry of a final order authorizing the balance of the borrowings and letter of credit issuances under the DIP Documents on a final basis, as set forth in

the Motion and the DIP Documents filed with this Court (the "Final Order").

The Interim Hearing having been held by this Court on October 11, 2005, at which the Court issued and entered the Interim Order among other things (a) authorizing the Borrower to borrow or obtain letters of credit up to an aggregate principal or face amount of \$950,000,000 of the Financing from the DIP Lenders as provided for in the Interim Order and (b) scheduling the Final Hearing to consider entry of an order authorizing the balance of the Financing, all as set forth in the Motion, the Interim Order, this Final Order and the loan documentation filed with this Court; and

the Final Hearing having been held by this Court on October 27, 2005 at 10:00 a.m.; and

due and appropriate notice of the Motion, the relief requested therein, the Interim Hearing and the Final Hearing having been served by the Debtors on the fifty largest unsecured creditors of the Debtors, on the Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Secured Lenders, the indenture trustee for the Debtors' senior noteholders, known holders of prepetition liens against the Debtors' property and the United States Trustee for the Southern District of New York; and

objections to the Motion having been filed by Bank of America Leasing & Capital (Docket Nos. 70 and 565), LLC, the Ad Hoc Committee of Prepetition Secured Lenders (Docket Nos. 101 and 553), Venture Plastics, Inc. (Docket No. 436), Gibbs Die Casting Corporation (Docket No. 455), DaimlerChrysler Corporation (Docket No. 450),

Mercedes-Benz U.S. International, Inc. (Docket No. 436), Autocam Corporation (Docket No. 459), Lorentson Manufacturing Company Southwest, Inc. (Docket No. 461), Lorentson Manufacturing Company, Inc. (Docket No. 458), Calsonic Kansei North America, Inc. (442), Decatur Plastic Products, Inc. (Docket No. 451), Pension Benefit Guaranty Corporation (Docket No. 437), Ford Motor Company (Docket Nos. 495 and 623), Freescale Semiconductor, Inc. (Docket No. 501), Nissan North America, Inc. (Docket No. 503), Fujikura America, Inc. (Docket Nos. 506 and 648), Murata Electronics North America, Inc. (Docket Nos. 507 and 649), Flextronics International Asia Pacific Ltd. and Flextronics Technology (M) Sdn. Bhd. (Docket No. 511) Multek Flexible Circuits, Inc., Sheldahl de Mexico S.A. de C.V. and Northfield Acquisition Co. (Docket No. 512) , Omega Tool Corp., L&W Engineering Co., Southtec, LLC, DOTT Industries, Inc., ALPS Automotive, Inc., Pioneer Automotive Technologies, Inc., Lakeside Plastics Limited, Android Industries, Inc., Ai-Doraville, LLC, and Ai-Genesee, LLC (Docket No. 551), Honda of America Manufacturing, Inc. (Docket No. 577), OSRAM Opto Semiconductors Inc. (Docket No. 589), Worthington Steel Company and Worthington Steel of Michigan, Inc. (Docket No. 590), Hitachi Automotive Products (Docket No. 591), National Molding Corp. and Security Plastics Division/NMC, LLC (Docket No. 600), Arneses Electronics Automotrices, S.A. de C.V. and Cordaflex, S.A. de C.V. (Docket No. 619), Neuman Aluminum Automotive, Inc., Neuman Aluminum Impact Extrusion, Inc. (Docket No. 631), Magna International, Inc. and certain of its foreign and domestic affiliates (Docket No. 632), A. Schulman, Inc. (Docket No. 634), the Creditors'

Committee (as hereinafter defined) (Docket No. 641), Textron Fastening Systems, Inc. (Docket No. 643), ARC Automotive, Inc. (Docket No. 646), XM Satellite Radio Inc. (Docket No. 651), General Motors Corporation (Docket No. 658), Benteler Automotive Corp. (Docket No. 695), Pentastar Aviation, LLC (Docket Nos. 683 and 684) Lear Corporation (Docket Nos. 676 and 678), American Axle & Manufacturing, Inc. (Docket Nos. 679 and 682), Robert Bosch Corporation (Docket No. 428) and Semiconductor Components Industries, LLC (Docket No. 701)¹ (and any other objections filed or raised at the Final Hearing, collectively, the "Objections"); and

upon the record made by the Debtors at the Interim Hearing and the Final Hearing, including the representations and clarifications on the record by counsel to the Debtors and for the Agent and the Pre-Petition Agent; and all Objections having been resolved on the record, and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Jurisdiction.* This Court has core jurisdiction over the Cases, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
2. *Notice.* Under the circumstances, the notice given by the Debtors of the Motion, the Interim Hearing, and the Final Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (c).

¹ Inclusive of objections filed prior to 11:00 p.m. on October 26, 2005.

3. *Debtors' Stipulations.* Without prejudice to the rights of any other party (but subject to the limitations thereon and the reservation of the Debtors' rights contained in paragraph 16 below), the Debtors, for themselves and not for their estates, admit, stipulate, and agree that:

(a) (i) as of the filing of the Debtors' chapter 11 petitions (the "Petition Date"), (x) the Borrower was indebted and liable to the Pre-Petition Secured Lenders, without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately \$2,488,329,620.59 in respect of loans made and in the aggregate face amount of approximately \$91,453,431.26 in respect of letters of credit issued, in each case, by the Pre-Petition Secured Lenders pursuant to, and in accordance with the terms of, the Existing Agreements, plus, in each case, interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees that are chargeable or reimbursable under the Existing Agreements), charges and other obligations incurred in connection therewith including, without limitation, amounts owing under "Specified Swap Agreements" (as defined in the Pre-Petition Credit Agreement), as provided in the Existing Agreements (collectively, the "Pre-Petition Debt"), and (y) each Debtor other than the Borrower was contingently liable to the Pre-Petition Secured Lenders in respect of the Pre-Petition Debt owing by the Borrower pursuant to the Guarantee and Collateral Agreement, (ii) the Pre-Petition Debt constitutes the legal, valid and binding obligation of the Debtors, enforceable in accordance with its terms (other than in respect of the stay of enforcement arising from section 362 of the

Bankruptcy Code), (iii) no portion of the Pre-Petition Debt is subject to avoidance, recharacterization, recovery or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law and (iv) the Debtors do not have, and hereby forever release, any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or otherwise, against the Pre-Petition Secured Lenders, the Pre-Petition Agent and their respective affiliates, subsidiaries, agents, officers, directors, employees and attorneys;

(b) the liens and security interests granted to the Pre-Petition Agent pursuant to and in connection with the Existing Agreements (including, without limitation, all security agreements, pledge agreements, mortgages, deeds of trust, control agreements and other security documents executed by any of the Debtors in favor of the Pre-Petition Agent, for its benefit and for the benefit of the Pre-Petition Secured Lenders) in connection with the Existing Agreements, are (i) valid, binding, perfected, enforceable, first-priority liens and security interests in the personal and real property constituting "Collateral" (as defined in the Existing Agreements) immediately prior to the Petition Date (the "Pre-Petition Collateral"), (ii) not subject to avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law and (iii) subject and subordinate only to (A) the DIP Liens (as defined below), (B) the Carve Out (as defined below) to which the DIP Liens are subject and (C) valid, perfected and unavoidable liens permitted under the Existing Agreements to the extent such permitted

liens are senior to or pari passu with the liens of the Pre-Petition Agent on the Pre-Petition Collateral; and

(c) the aggregate value of the Pre-Petition Collateral substantially exceeds the aggregate amount of the Pre-Petition Debt.

4. *Findings Regarding The Financing.*

(a) Good cause has been shown for the entry of this Final Order.

(b) The Debtors require the remainder of the Financing and use of Cash Collateral (as defined below) in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures and to satisfy other working capital and operational needs. The access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral, incurrence of new indebtedness for borrowed money and other financial accommodations is vital to the preservation and maintenance of the going concern values of the Debtors and to a successful reorganization of the Debtors.

(c) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain adequate secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without the Debtors granting to the Agent and the DIP Lenders, subject

to the Carve Out as provided for herein, the DIP Liens and the Superpriority Claims (as defined below) under the terms and conditions set forth in the Interim Order, this Order and in the DIP Documents.

(d) The terms of the Financing and the use of Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(e) The Financing has been negotiated in good faith and at arm's length between the Debtors, the Agent and the DIP Lenders, and all of the Debtors' obligations and indebtedness arising under, in respect of or in connection with the Financing and the DIP Documents, including without limitation, (i) all loans made to, and all letters of credit issued for the account of, the Debtors pursuant to the Revolving Credit, Term Loan and Guaranty Agreement substantially in the form attached as Exhibit A to the Motion, as amended by the Amendment No. 1 thereto dated as of October 27, 2005, a copy of which was filed with the Court prior to commencement of the Final Hearing (as so amended, the "DIP Credit Agreement"), and (ii) any "Obligations" and all other "Secured Obligations" (as each such term is defined in the DIP Credit Agreement), including any hedging obligations of the Debtors permitted under the DIP Credit Agreement and any Indebtedness (as defined in the DIP Credit Agreement) permitted by Section 6.03(viii) thereof, in each case owing to JPMCB, any DIP Lender or any of their respective banking affiliates (all of the foregoing in clauses (i) and (ii) collectively, the "DIP Obligations"), shall be deemed to have been extended by the Agent and the DIP

Lenders and their affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(f) The Debtors have requested entry of this Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent granting the relief sought by this Order, the Debtors' estates will be immediately and irreparably harmed. Consummation of the Financing and the use of Cash Collateral in accordance with this Order and the DIP Documents is therefore in the best interest of the Debtors' estates.

5. *Authorization Of The Financing And The DIP Documents.*

(a) The Debtors are hereby authorized to be a party to the DIP Documents. The Borrower is hereby authorized to borrow money and obtain letters of credit pursuant to the DIP Credit Agreement, and the Guarantors are hereby authorized to guaranty such borrowings and the Borrower's obligations with respect to such letters of credit, up to an aggregate principal or face amount, inclusive of amounts authorized by the Interim Order, of \$2,000,000,000 (plus interest, fees and other expenses provided for in the DIP Documents), subject to any limitations of borrowings under the DIP Documents, and in accordance with the terms of this Order and the DIP Documents, which shall be used solely for purposes permitted under the DIP Documents, including, without limitation, to provide working capital for the Borrower and the Guarantors and

for other general corporate purposes and to pay interest, fees and expenses in accordance with this Order and the DIP Documents. In addition to such loans and obligations, the Debtors are authorized to incur overdrafts and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing house fund transfers provided to or for the benefit of the Debtors by JPMCB, CUSA, any other DIP Lender or any of their respective affiliates; *provided, however*, that nothing herein shall require JPMCB or CUSA or any other party to incur overdrafts or to provide any such services or functions to the Debtors.

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized and directed to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees, that may be reasonably required or necessary for the Debtors' performance of their obligations under the Financing, including, without limitation:

(i) the execution, delivery and performance of the Loan Documents (as defined in the DIP Credit Agreement) and any exhibits attached thereto, including, without limitation, the DIP Credit Agreement, the Security and Pledge Agreement (as defined in the DIP Credit Agreement) and the mortgages, if any, contemplated thereby (collectively, and together with the letter agreements referred to in clause (iii) below, the "DIP Documents"),

(ii) the execution, delivery and performance of one or more amendments to the DIP Credit Agreement for, among other things, the purpose of adding additional financial institutions as DIP Lenders and reallocating the commitments for the Financing among the DIP Lenders, in each case in such form as the Debtors, the Agent and the DIP Lenders may agree (it being understood that (A) no further approval of the Court shall be required for amendments to the DIP Credit Agreement that do not (i) shorten the maturity of the extensions of credit thereunder, (ii) increase the commitments, the rate of interest or the letter of credit fees payable thereunder, (iii) amend the financial covenants in Section 6.04 therein to be more restrictive on the Debtors or (iv) amend the notice provisions of Section 7.01 therein (i.e., notice of exercise of remedies after the occurrence of an Event of Default), and (B) the Debtors shall provide the Creditors' Committee with five (5) business days' prior notice (or such shorter period as the Creditors' Committee and the Debtors may agree) of any amendment to the DIP Credit Agreement that causes the Borrowing Base to be decreased).

Notwithstanding any other provision hereof, without further approval of this Court, amendments to the DIP Documents may be made at any time (x) prior to the Successful Syndication (as defined in the Second Amended and Restated Fee Letter dated October 27, 2005 among the Borrower, JPMCB and the Joint Lead Arrangers (the "Fee Letter")), to the extent contemplated by the Fee Letter (permitting certain modifications to the DIP Credit Agreement necessary or advisable to ensure a successful syndication),

and (y) as contemplated by the DIP Credit Agreement with respect to the Borrowing Base Amendment.

In addition, Section 2.13 of the DIP Credit Agreement shall be amended to provide for the application of net cash proceeds from asset sales to be subject to mandatory prepayments and permanent reductions of commitments under the Facility or to be held in a cash collateral account maintained with the DIP Agent for the benefit of holders of the liens and claims granted hereunder in the manner set forth below.

Notwithstanding anything to the contrary in this Order or the DIP Credit Agreement, the amendments to Section 2.13 of the DIP Credit Agreement set forth in this paragraph 5(b)(iii), (x) are intended, in part, for the benefit of the Pre-Petition Agent and the Pre-Petition Secured Lenders, (y) may be enforced by the Pre-Petition Agent and the Pre-Petition Secured Lenders as though they were parties to the DIP Credit Agreement solely for such purposes and (z) shall survive and remain in full force and effect regardless of the permanent repayment in full of the DIP Obligations or the termination of the DIP Credit Agreement or any provision hereof. This paragraph 5(b)(iii) shall not be amended, supplemented, waived or otherwise modified without the prior written consent of the Pre-Petition Agent. Specifically, Section 2.13 will be amended to (i) reorder subsection "(b)" to be subsection "(c)" and (ii) adding a new subsection (b) to read as follows:

"If on any date the Borrower or any Guarantor shall receive Net Cash Proceeds from (i) any Asset Sale or (ii) any Recovery Event (except to the extent that Net Cash Proceeds received in connection with such Recovery Event are applied within 180 days of receipt thereof to the replacement or repair of the assets giving rise thereto), and in each case, the aggregate amount of all Net Cash Proceeds from Asset Sales and Recovery Events

received by the Borrower and the Guarantors from Asset Sales and Recovery Events occurring on and after the Closing Date exceeds \$125,000,000 then (without duplication of any reduction to the Borrowing Base as a result of such Asset Sale or Recovery Event), an amount equal to 66-2/3% of such Net Cash Proceeds received on such date shall be promptly, and in any event, within 10 days after such date either (i) first, applied to the prepayment of the Tranche B Loans (with a corresponding permanent reduction of the Total Tranche B Commitments) and second, applied to the prepayment of the Tranche A Loans (with a corresponding permanent reduction of the Total Tranche A Commitments) or (ii) deposited into a cash collateral account maintained with the DIP Agent for the benefit of the holders of Liens and claims granted under the Final DIP Order in the order of priority set forth therein; *provided* that the Borrower shall be permitted to request approval of the Bankruptcy Court to use such proceeds in accordance with Section 363 of the Bankruptcy Code so long as such uses are permitted under the DIP Credit Agreement and subject to the rights of parties in interest to contest such request."

The following related definitions will also be added to the DIP Credit Agreement:

"Asset Sale": any Disposition of property or series of related Dispositions of property by the Borrower or any Guarantor (excluding any such Disposition permitted by clauses (i), (ii), (iii), (v), (vii) and (viii) of Section 6.10).

"Disposition": with respect to any property, any sale, lease, sale and leaseback, assignment (other than for security or collection in the ordinary course of business), conveyance, transfer or other disposition thereof. The terms "Dispose" and "Disposed of" shall have correlative meanings.

"Net Cash Proceeds": in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Permitted Investments, net of attorneys' fees, accountants' fees, investment banking fees, commissions, premiums, amounts required to be applied to the repayment of Indebtedness secured by a Lien permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to the Security and Pledge Agreement) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and a reasonable reserve for purchase price adjustments and indemnification payments that could reasonably be expected to arise during the term of the Tranche A Loans and the Tranche B Loans;

provided that in the case of any Asset Sale or Recovery Event in respect of which the Net Cash Proceeds do not exceed \$2,500,000, such Net Cash Proceeds shall not be deemed to constitute "Net Cash Proceeds" for purposes of Section 2.13 until the aggregate amount of all such excluded Net Cash Proceeds is at least \$10,000,000.

"Recovery Event": any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Guarantor, in each case in an amount in excess of \$5,000,000.

(iii) the non refundable payment to the Agent, the Joint Lead Arrangers or the DIP Lenders, as the case may be, of the fees referred to in the DIP Credit Agreement (and in the separate letter agreements between them in connection with the Financing) and reasonable costs and expenses as may be due from time to time, including, without limitation, reasonable fees and expenses of the professionals retained as provided for in the DIP Documents, and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(c) The DIP Documents constitute valid and binding obligations of the Debtors, enforceable against each Debtor party thereto in accordance with the terms of the DIP Documents. No obligation, payment, transfer or grant of security under the DIP Documents or this Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under section 502(d) of the Bankruptcy Code), or subject to any defense, reduction, setoff, recoupment or counterclaim.

6. *Superpriority Claims.*

(a) Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed claims against the Debtors with priority over any and all administrative expenses, diminution claims (including all Adequate Protection Obligations, Replacement Liens and Junior Adequate Protection Liens (each as defined below)) and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (the "Superpriority Claims"), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment (other than to the extent of any statutory liens or security interests arising after the Petition Date and permitted under the DIP Credit Agreement that by operation of law would have priority over a previously perfected security interest), which allowed claims shall be payable from and have recourse to all pre-petition and post-petition property of the Debtors and all proceeds thereof, subject only to the payment of the Carve Out to the extent specifically provided for herein.

(b) For purposes hereof, the "Carve Out" means (i) all unpaid fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, (ii) all fees and

expenses incurred by a trustee under Section 726(b) of the Bankruptcy Code, (iii) after the occurrence and during the continuance of an Event of Default (as defined in the DIP Credit Agreement), all allowed and unpaid professional fees and disbursements incurred by the Debtors and any statutory committees appointed in the Cases (each, a "Committee"), that remain unpaid subsequent to the payment, pro rata with other nonpriority administrative creditors, of such fees and expenses from available funds remaining in the Debtors' estates for such creditors, in an aggregate amount not exceeding \$35,000,000, which amount may be used subject to the terms of this Order, including, without limitation, paragraph 17 hereof, and (iv) all unpaid professional fees and disbursements incurred or accrued by the Debtors and any Committees at any time when no Event of Default is continuing (and promptly upon receipt of a notice of an Event of Default, the Debtors shall provide a copy of such notice to counsel for the Creditors' Committee), that remain unpaid subsequent to the payment, pro rata with other nonpriority administrative creditors, of such fees and expenses from available funds remaining in the Debtors' estates for such creditors, in an aggregate amount not exceeding the sum of (x) such unpaid professional fees and disbursements reflected on the most recent Borrowing Base Certificate (as defined in the DIP Credit Agreement) delivered to the Agent prior to any Event of Default that is then continuing and (y) such unpaid professional fees and disbursements incurred or accrued after such Borrowing Base Certificate (but at a time when no Event of Default is continuing) in an aggregate amount under this clause (y) not exceeding \$5,000,000 (and with amounts included in

this clause (y), to be supported by back-up documentation in respect of the amounts and dates of incurrence of such fees and disbursements), in each of the foregoing clauses (i), (ii), (iii) and (iv), to the extent allowed by the Bankruptcy Court at any time; *provided, however*, that (1) to the extent the dollar limitation in this clause 6(b) on fees and disbursements is reduced by any amount as a result of the payment of fees and disbursements during the continuance of an Event of Default, and such Event of Default is subsequently cured or waived and no other Event of Default then exists, then effective as of the effectiveness of such cure or waiver, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced, and (2) (A) nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clauses (iii) and (iv) above and (B) following the Termination Date (as defined in the DIP Credit Agreement), cash or other amounts on deposit in the Letter of Credit Account (as defined in the DIP Credit Agreement), shall not be subject to the Carve Out.

7. *DIP Liens.*

As security for the DIP Obligations, effective and perfected upon the date of entry of the Interim Order and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, the following security interests and liens are hereby granted to the Agent for its own benefit and the benefit of the DIP Lenders (all property identified in clauses (a), (b) and (c) below being collectively referred to as the

"Collateral"), subject, only in the event of the occurrence and during the continuance of an Event of Default, to the payment of the Carve Out (all such liens and security interests granted to the Agent, for its benefit and for the benefit of the DIP Lenders, pursuant to this Order and the DIP Documents, the "DIP Liens"):

(a) First Lien On Cash Balances And Unencumbered Property.

Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all pre-petition and post-petition property of the Debtors, whether existing on the Petition Date or thereafter acquired, to the extent not subject to valid, perfected, non-avoidable and enforceable liens in existence as of the Petition Date or valid liens in existence as of the Petition Date that are perfected subsequent to such date to the extent permitted by section 546(b) of the Bankruptcy Code (collectively, "Unencumbered Property"), including without limitation, all cash and cash collateral of the Debtors (whether maintained with the Agent or otherwise) and any investment of such cash and cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing, *provided, however*, that the Borrower and the Guarantors shall not be required to pledge to the Agent in excess of 65% of the voting capital stock of its direct Foreign Subsidiaries or any of the capital stock or interests of its indirect Foreign

Subsidiaries (if, in the good faith judgment of the Borrower, adverse tax consequences would result to the Borrower). Unencumbered Property shall exclude the Debtors' claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553(b) of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "Avoidance Actions"), and any proceeds or property recovered, unencumbered or otherwise the subject of successful Avoidance Actions.

(b) Liens Priming Pre-Petition Secured Lenders' Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all pre-petition and post-petition property of the Debtors (including, without limitation, cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing), whether now existing or hereafter acquired, that is subject to the existing liens presently securing the Pre-Petition Debt (including in respect of issued but undrawn letters of credit). Such security interests and liens shall be senior in all respects to the interests in such property of the Pre-Petition Secured Lenders arising from current and future liens of the Pre-Petition Secured Lenders (including, without limitation, adequate protection liens granted hereunder), and shall be subject and subordinate to (i) the Carve Out (except as provided in paragraph 6 hereof), (ii) any valid,

perfected and unavoidable interests of other parties arising out of liens, if any, on such property existing immediately prior to the Petition Date, (iii) any valid, perfected and unavoidable interests in such property arising out of liens to which the liens of the Pre-Petition Secured Lenders become subject subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code and (iv) statutory liens or security interests arising after the Petition Date and permitted under the DIP Credit Agreement that by operation of law would have priority over a previously perfected security interest.

(c) Liens Junior To Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected security interests in and liens upon all pre-petition and post-petition property of the Debtors (other than the property described in clauses (a) or (b) of this paragraph 7, as to which the liens and security interests in favor of the Agent will be as described in such clauses), whether now existing or hereafter acquired, that is subject to valid, perfected and unavoidable liens and, as to Pre-Petition Payables and Setoffs (each as defined below) in existence immediately prior to the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which security interests and liens in favor of the Agent and the Lenders are junior to such valid, perfected and unavoidable liens and Setoffs.

(d) Liens Senior To Certain Other Liens. The DIP Liens, the Adequate Protection Liens, the Replacement Liens and the Junior Adequate Protection

Liens (each as defined below) shall not be subject or subordinate to (i) solely in the case of the DIP Liens, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors other than with respect to any liens or security interests arising after the Petition Date and permitted under the DIP Credit Agreement to be senior to the DIP Liens.

8. *Protection Of DIP Lenders' Rights.*

(a) So long as there are any borrowings or letters of credit or other amounts (other than contingent indemnity obligations as to which no claim has been asserted when all other amounts have been paid and no letters or credit are outstanding) outstanding, or the DIP Lenders have any Commitment (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, the Pre-Petition Agent, the Pre-Petition Secured Lenders, the holders of Replacement Liens, the holders of Junior Adequate Protection Liens and the holders of Debtor Liens (as defined below) shall (i) take no action to foreclose upon or recover in connection with the liens granted thereto pursuant to the Existing Agreements or this Order, or otherwise exercise remedies against any Collateral, except to the extent authorized by an order of this Court and (ii) be deemed to have consented to any release of Collateral authorized under the DIP Documents, *provided* that the Pre-Petition Agent and any Pre-Petition Secured Lender may appear

and be heard as a party in interest in connection with any proceeding relating to the sale, transfer or other disposition of any Collateral and (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the Collateral unless solely as to this clause (iii), the DIP Lenders file financing statements or other documents to perfect the liens granted pursuant to this Order, or as may be required by applicable state law to continue the perfection of valid and unavoidable liens or security interests as of the Petition Date. Notwithstanding the foregoing, the Pre-Petition Secured Lenders shall be permitted to file pleadings with respect to any proposed sale, transfer or other disposition of the Collateral by the Debtors outside the ordinary course of business so long as such pleadings do not contravene the provisions of this paragraph 8 and do not otherwise interfere with the exercise of any right or remedy by the Agent or the DIP Lenders. Nothing herein shall be read to permit the Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens, the holders of Junior Adequate Protection Liens or the holders of Debtor Liens to take any action in violation of the Bankruptcy Code or other applicable law. This paragraph 8(a) defines the relative rights of the DIP Agent and the DIP Lenders, on the one hand, and the Pre-Petition Agent and the Pre-Petition Secured Lenders, on the other, and is not intended to confer any rights on the Debtors except with respect to the Debtor Liens.

(b) The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Agent and the DIP

Lenders to exercise, (i) immediately upon the occurrence of an Event of Default, all rights and remedies under the DIP Documents other than those rights and remedies against the Collateral as provided in clause (ii) below, and (ii) upon the occurrence and during the continuance of an Event of Default and the giving of five business days prior written notice to the extent provided for in the DIP Credit Agreement (promptly upon receipt of such notice, the Debtors shall provide a copy of such notice to counsel for the Creditors' Committee), all rights and remedies against the Collateral provided for in the DIP Documents (including, without limitation, the right to setoff monies of the Debtors in accounts maintained with the Agent or any DIP Lender). In any hearing regarding any exercise of rights or remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing, and the Debtors, the Pre-Petition Agent, the Pre-Petition Secured Lenders, and the holders of Replacement Liens or Junior Adequate Protection Liens hereby waive in such capacities, but not in capacities as holders of general unsecured claims, their right to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the Agent or the DIP Lenders set forth in this Order or the DIP Documents. In no event shall the Agent, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens or Junior Adequate Protection Liens be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral.

9. *Limitation On Charging Expenses Against Collateral.* Except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Agent or the Pre-Petition Agent, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders.

10. *The Cash Collateral.* To the extent any funds of any Debtor party to the Existing Agreements (other than funds in accounts subject to lock-box arrangements under the Debtors' receivables financing) were on deposit with the Pre-Petition Secured Lenders as of the Petition Date, including, without limitation, all such funds deposited in, or credited to, an account of any Debtor party to the Existing Agreements with any Pre-Petition Secured Lender immediately prior to the filing of the Debtors' bankruptcy petitions (the "Petition Time") (regardless of whether, as of the Petition Time, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the "Deposited Funds") are subject to rights of setoff. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of such Pre-Petition Secured Lenders pursuant to sections 506(a) and 553 of the Bankruptcy Code. The Pre-Petition Secured Lenders are obligated, to the extent provided in the Existing Agreements, to share the